

# **EXHIBIT A**

Mark Kopelman

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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
CIVIL ACTION NO. 2:15-cv-00405-JD

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PARAMOUNT FINANCIAL COMMUNICATIONS, INC. :  
d/b/a PLAN MANAGEMENT CORP. and JONATHAN :  
MILLER, :  
: Plaintiffs, :  
v. :  
: :  
BROADRIDGE INVESTOR COMMUNICATION SOLUTIONS, :  
INC., :  
: : Defendant. :  
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- - -

WEDNESDAY, JANUARY 13, 2016

- - -  
Oral deposition of MARK KOPELMAN  
taken pursuant to notice, held at DRINKER, BIDDLE &  
REATH, LLP, One Logan Square, Suite 2000, 18th &  
Cherry Streets, Philadelphia, Pennsylvania, 19103,  
commencing at 9:17 a.m. before Shauna L. Detty,  
Court Reporter - Notary Public there being present.

- - -  
KAPLAN, LEAMAN AND WOLFE  
Registered Professional Reporters  
Constitution Place, Suite 909  
325 Chestnut Street  
Philadelphia, PA 19106

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1 A P P E A R A N C E S:

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Mark Kopelman

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<p>1 have been marked as Exhibit Kopelman-13 for 2 identification.) 3 - - - 4 BY MR. PASS: 5 <b>Q. Mr. Kopelman, I provided you with a</b> 6 <b>document which I can advise you is a draft, one of</b> 7 <b>many, of the document that was ultimately signed</b> 8 <b>under the title of "Marketing Agreement."</b> This one 9 <b>is labeled, "Miller Revised Draft, February 2nd,</b> 10 <b>2010," bearing Date stamp 579 through 593, produced</b> 11 <b>by Broadridge in response to the plaintiffs'</b> 12 <b>request for documents.</b> 13       Let me know when you're ready to 14 answer questions about it and its history. 15 A. I am ready, I think. 16 <b>Q. In the course of your discussions with</b> 17 <b>Mr. Miller, could you please tell me, to the best</b> 18 <b>of your ability, when the concept of a marketing or</b> 19 <b>referral arrangement came up regarding Broadridge</b> 20 <b>and Plan Management?</b> 21 A. I don't know the exact sequence. I 22 recall after the Indication of Interest, that there 23 was a discussion -- there was discussion, not a 24 discussion. I don't remember the details of it, 25 but the feedback from Jonathan was the value that</p>	<p>1 <b>that correct?</b> 2 A. Yes. 3 <b>Q. Were you also involved with the</b> 4 <b>negotiation of the business points in the marketing</b> 5 <b>agreement that brings us here today?</b> 6 A. Yes. 7 <b>Q. Okay. And do you recall the document</b> 8 <b>first being called a "referral agreement"?</b> 9 A. I'm aware that the terminology changed, 10 but I don't remember why it did. 11 <b>Q. And did Jon Miller ever convey or</b> 12 <b>communicate to you why he would only sell</b> 13 <b>StockTrans to Broadridge on the condition that</b> 14 <b>there be a referral arrangement between Plan</b> 15 <b>Management and Broadridge?</b> 16       MR. ADELMAN: Object to the form of 17 the question; assumes facts not in evidence. 18       THE WITNESS: Well, I also want to 19 go back to your earlier question and one of my 20 responses where I don't believe that that was 21 communicated in that context. I do believe that 22 this agreement and most everything else that we 23 negotiated right up to -- 24       MR. ADELMAN: "This agreement" being 25 the one --</p>
<p style="text-align: center;">Page 194</p> <p>1 we're assigning to Plan Management was 2 insignificant. And we then shifted focus; in that, 3 Plan Management was never for sale and it's not for 4 sale now and, kind of, Plan Management's off the 5 table. 6       I believe in a -- at a minimum, at a 7 dinner we had at Flemming Steakhouse, Villanova, 8 kind of, whatever, West of Ardmore, somewhere out 9 there on the Main Line, that we came to some 10 agreement regarding what we would pay for 11 StockTrans and an agreement in principle that if we 12 could figure out how to support the growth of his 13 business, which became office space and shared 14 resources and the eventual hiring of resources that 15 he wanted and wanted to work for him and some joint 16 marketing, that that was kind of the structure of 17 the deal. And I want to say that may have been 18 mid-September/late September of 2009. 19 <b>Q. Okay.</b> 20 A. I don't know if it came up before then, 21 but that's, in my recollection, where maybe it 22 seemed the most concrete. 23 <b>Q. And I believe you testified earlier that</b> 24 <b>you were involved with the negotiation of the</b> 25 <b>business points in the stock purchase agreement; is</b></p>	<p style="text-align: center;">Page 196</p> <p>1       THE WITNESS: I'm sorry, the 2 marketing agreement. 3       And all the other agreements and 4 every dimension of the stock purchase agreement 5 were negotiated right up to close on March 8th, 6 2010, and I believe all those were important. I 7 don't know that one was more so than the other. 8 BY MR. PASS: 9 <b>Q. All right. And --</b> 10       MR. ADELMAN: Were you finished with 11 your answer? 12       THE WITNESS: No. 13 BY MR. PASS: 14 <b>Q. I apologize.</b> 15 A. So your question was first premised by 16 that, which I didn't say that earlier. What was 17 the second half of your question? 18 <b>Q. I don't think there was a second half.</b> 19 <b>I'm about to get to another question.</b> 20 A. Okay. 21 <b>Q. And I was about to say before I actually</b> 22 <b>focus on the market agreement draft, which was</b> 23 <b>Number 13, let's add an Exhibit 14.</b> 24 - - - 25       (Whereupon, Bates #s BCIS6406-6412</p>

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50 (Pages 197 to 200)

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<p>1 have been marked as Exhibit Kopelman-14 for 2 identification.) 3 - - - 4 BY MR. PASS: 5 Q. I can streamline this line of 6 questioning. Although the exhibit is comprised of 7 Pages 6406 through 6412, I'd like to focus on Page 8 6411. And, specifically, I'm referring to an 9 e-mail that I sent to Cip Beredo, B-E-R-E-D-O. 10 MS. MILLER: C-I-P, the first name. 11 BY MR. PASS: 12 Q. He was referred to as Cip and that's how 13 I'll refer to him here. His full name is Cipriano, 14 C-I-P-R-I-A-N-O. 15 And in the second paragraph of my 16 e-mail, I advised Cip as follows: "As Broadridge 17 has been aware from the start, Jon and Christina's 18 ability to grow Plan Management through the 19 synergies, cross selling and other partnership 20 strategies that Broadridge brings to the table has 21 always been a mission critical driver of their 22 decision to sell StockTrans to Broadridge in the 23 first instance. And the possibility of Broadridge 24 not only exiting the partnership, but competing 25 with exponentially more resources is fraught with</p>	<p>1 THE WITNESS: You did 2 mischaracterize what I said. I didn't say that I 3 never heard it's important to them. But on any 4 given day, there were many things that were 5 important to them. And you simply stating in an 6 e-mail on a given day doesn't make it true. 7 On any given day, whether it was 8 resolving what to do with Jonathan's Buick or how 9 to account for the difference in heart medication 10 or other subtle differences in benefits or the 11 number of hours that people could work or who could 12 answer the phone, whether Christina had to sign in 13 at the front desk or not as a Plan Management 14 employee but not a Broadridge employee, on any 15 given day, those issues would have been addressed 16 with the same certainty and color that, as an 17 advisor to Jonathan, that you brought to a deal. 18 So I believe I've seen this and that 19 I was copied on it, but, again, the context, to me, 20 in reading this is that was the point you were 21 making on that day and those points continue to 22 change. 23 BY MR. PASS: 24 Q. Besides your having seen it, who else at 25 Broadridge, to your knowledge, either saw the</p>
<p style="text-align: center;">Page 198</p> <p>1 apprehension and the material adverse impact on the 2 Millers and Plan Management should be 3 self-evident." 4 And then I go on to say, "If 5 Broadridge is adamant about maintaining its ability 6 to enter this space either directly or indirectly, 7 then we must arrive at an economic situation that 8 compensates Plan Management for the lost revenue 9 process and value that would be at stake." And 10 then I propose a formula for that. 11 Now, the purpose of my calling your 12 attention to this e-mail was as a result of your 13 advising us that you were not aware of the 14 importance that was being placed on the marketing 15 relationship between Broadridge and PMC to Jon and 16 Christina Miller and that the market entering into 17 that referral or marketing relationship was a 18 condition preceding to the purchase. 19 And I guess with all that said, I 20 have a very simple question for you. Prior to 21 today, had you ever seen the e-mail that I sent to 22 Cip Beredo on February 28th, 2010? 23 MR. ADELMAN: Objection to form, and 24 it also mischaracterizes the witness' testimony. 25 You can answer the question.</p>	<p style="text-align: center;">Page 200</p> <p>1 e-mail or was familiar with it? 2 MR. ADELMAN: When? 3 MR. PASS: At any time after 4 February 28th, 2010, through March 8th, 2010. 5 THE WITNESS: The best source of 6 that would -- just to refer to the cc list and 7 assuming e-mail was delivered as intended -- that 8 Vince Roux and Steve Glantz would have seen it, 9 including myself having been copied on it. 10 BY MR. PASS: 11 Q. To your recollection, did you forward it 12 to anyone else who's not otherwise on the list that 13 received copies when I sent it? 14 A. I don't know if I did or didn't. 15 Q. Okay. Getting back to Exhibit 13 -- 16 A. Okay. 17 Q. -- I was hoping you could enlighten me as 18 to the author of certain comments that appear in 19 this version of the marketing agreement. 20 And, specifically, I'd like to start 21 on Page 4, Subsection Roman numeral V titled, 22 "Term." And the language that I'm referring to is 23 the insertion in all capital letters that says, 24 "Agreed, would prefer a shorter term. Need 25 rationale. Clearly want to see results from</p>